

State: District of Columbia **Filing Company:** Federal Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0022 Other
Product Name: Health Care Portfolio
Project Name/Number: HCP - D&O, EPL and Crime/18-PR-2015753

Filing at a Glance

Company: Federal Insurance Company
 Product Name: Health Care Portfolio
 State: District of Columbia
 TOI: 17.0 Other Liability-Occ/Claims Made
 Sub-TOI: 17.0022 Other
 Filing Type: Form
 Date Submitted: 05/04/2018
 SERFF Tr Num: ACEH-131482277
 SERFF Status: Closed-APPROVED
 State Tr Num:
 State Status:
 Co Tr Num: 18-PR-2015753
 Effective Date: On Approval
 Requested (New):
 Effective Date: On Approval
 Requested (Renewal):
 Author(s): Debra Rodgers, Jane Gutman
 Reviewer(s): Carmen Belen (primary)
 Disposition Date: 05/08/2018
 Disposition Status: APPROVED
 Effective Date (New): 05/08/2018
 Effective Date (Renewal): 05/08/2018

State:	District of Columbia	Filing Company:	Federal Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	Health Care Portfolio		
Project Name/Number:	HCP - D&O, EPL and Crime/18-PR-2015753		

General Information

Project Name: HCP - D&O, EPL and Crime

Project Number: 18-PR-2015753

Reference Organization:

Reference Title:

Filing Status Changed: 05/08/2018

State Status Changed:

Created By: Debra Rodgers

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Debra Rodgers

Filing Description:

Enclosed for filing are 2 new endorsements that will be used with our Health Care Portfolio Program.

Company and Contact

Filing Contact Information

Debra Rodgers, Filing Analyst

202 Halls Mills Road

Whetehouse Station, NJ 08889

drodgers@chubb.com

908-572-4712 [Phone]

Filing Company Information

Federal Insurance Company

One American Square

202 N. Illinois St.

Suite 2600

Indianapolis, IN 46282

(908) 572-2000 ext. [Phone]

CoCode: 20281

Group Code: 626

Group Name: Chubb

FEIN Number: 13-1963496

State of Domicile: Indiana

Company Type: Stock

State ID Number:

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

SERFF Tracking #:	ACEH-131482277	State Tracking #:		Company Tracking #:	18-PR-2015753
State:	District of Columbia	Filing Company:	Federal Insurance Company		
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Product Name:	Health Care Portfolio				
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	05/08/2018	05/08/2018

State:	District of Columbia	Filing Company:	Federal Insurance Company
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Disposition

Disposition Date: 05/08/2018
Effective Date (New): 05/08/2018
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Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Supporting Document	Explanatory Memorandum	APPROVED	Yes
Form	AMEND EMPLOYEE THEFT INSURING CLAUSE 1 ENDORSEMENT	APPROVED	Yes
Form	LIMITED E&O EXCLUSION ENDORSEMENT (INCLUDING INSURANCE COMPANY E&O / MANAGED CARE ORGANIZATION EXCLUSIONS)	APPROVED	Yes

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 05/08/2018	AMEND EMPLOYEE THEFT INSURING CLAUSE 1 ENDORSEMENT	14-02-22135	(09/2016)	END	New		0.000	14-02-22135 (09-2016).pdf
2	APPROVED 05/08/2018	LIMITED E&O EXCLUSION ENDORSEMENT (INCLUDING INSURANCE COMPANY E&O / MANAGED CARE ORGANIZATION EXCLUSIONS)	14-02-22207	(05/2017)	END	New		0.000	14-02-22207 (05-2017).pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND EMPLOYEE THEFT INSURING CLAUSE 1 ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Employee Theft Coverage Insuring Clause 1 of this coverage section is deleted and replaced with the following:

Employee Theft Coverage Insuring Clause 1

1. The Company shall pay the **Parent Organization** for direct loss of **Money, Securities or Property** sustained by an **Insured** resulting from **Theft or Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with others.
2. No coverage will be available under Insuring Clause 1, 5 or 9 for loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
 - (a) an inventory computation or physical count; or
 - (b) a profit and loss computation,provided that where the **Parent Organization** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Clause 1, 5 or 9, then the **Insured** may offer a **Client's** or its own inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.
3. The third paragraph after subparagraph (e) in Section 27, Proof of Loss and Legal Proceedings, of this coverage section is deleted.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

LIMITED E&O EXCLUSION ENDORSEMENT (INCLUDING INSURANCE COMPANY E&O / MANAGED CARE ORGANIZATION EXCLUSIONS)

In consideration of the premium charged, it is agreed that:

- (1) No coverage will be available under this coverage section for **Loss** on account of any **Claim** based upon, arising from, or in consequence of:
 - (a) the rendering of professional services for others in the **Insured's** capacity as an investment counselor, manager or advisor, investment banker, securities broker or dealer, financial planner or analyst, insurance agent or broker; or
 - (b) the rendering of services as or acting in the capacity of a general partner, limited partner or partnership unit distributor (unless coverage for partnership capacity is otherwise provided by endorsement to the Policy) or any similar capacity.
- (2) No coverage will be available under this coverage section for **Loss** on account of any **Claim** based upon, arising from, or in consequence of the billing or collection of fees for any services; provided that this Exclusion shall not apply to any coverage afforded under Regulatory Claim Coverage Insuring Clause 6, if such coverage is added by endorsement.
- (3) No coverage will be available under this coverage section for **Loss** on account of any **Claim** made against any **Insured** for **Insurance Company Operations**.
- (4) No coverage will be available under this coverage section for any **Claim** made against any **Managed Care Organization** for any **Managed Care Activity**.
- (5) Section 6, Definitions, of this coverage section is amended to add the following:
 - (a) **Claims Services** means the following services, but only if performed by a **Managed Care Organization**: the submission, handling, investigation, payment or adjustment of claims for benefits or coverage under health care or workers' compensation plans.
 - (b) **Insurance Contract** means any policy or agreement of insurance, reinsurance or indemnity, (including but not limited to any policy or agreement of insurance, reinsurance or indemnity that is administered by a third party administrator) including, but not limited to, bonds, annuities, endowments, health care plans or health care products, dental plans or dental products, life

insurance plans or life insurance products, disability plans or disability products, pension contracts and risk management self-insurance programs, pools or similar programs, and shall include any policy or program of stop loss or provider excess insurance, reinsurance or self-insurance (including any captive insurance arrangement).

- (c) **Insurance Company Operations** means any of the following services or activities: refusal to offer, issue or renew, or any cancellation of, any **Insurance Contract**; any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any **Insurance Contract**, or the brokering or underwriting of insurance policies or risks; any actual or alleged conduct of any **Insured** in the negotiation, placement or maintenance of any **Insurance Contract**; any failure to collect or pay premiums, commissions, brokerage charges, fees or taxes; or any commingling or mishandling of funds with respect to any **Insurance Contract**; any actuarial determination including without limitation opinions as to reserve adequacy or pricing adequacy; the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans, including any diminution of assets in connection with said offering or sale of shares.
- (d) **Managed Care Activity** means any of the following services or activities: **Utilization Review**; **Claim Services**; reviewing the quality of **Medical Services** or providing quality assurance; wellness or health promotion education; development or implementation of clinical guidelines, practice parameters or protocols; triage for payment of **Medical Services**; and services or activities performed in the administration or management of health care or workers' compensation plans.
- (e) **Managed Care Organization** means any entity, including but not limited to any health maintenance organization (HMO), preferred provider organization (PPO), physician hospital organization (PHO), or independent practice association (IPA) that is organized to perform any **Managed Care Activity** or to arrange for the delivery of health care services through various mechanisms intended to manage the cost and quality of health care services.
- (f) **Utilization Review** means the process of evaluating the appropriateness, necessity or cost of **Medical Services** for purposes of determining whether payment or coverage for such **Medical Services** will be authorized or paid for under any health care plan, but only if performed by an **Insured**. In clarification and not in limitation of the foregoing, **Utilization Review** shall include prospective review of proposed payment or coverage for **Medical Services**, concurrent review of ongoing **Medical Services**, retrospective review of already rendered **Medical Services** or already incurred costs, disease management, and case management.
- (g) **Medical Services** means health care, medical care, or treatment provided to any individual, including medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional health care; the use, prescription, furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with such care; the furnishing of food or beverages in connection with such care; counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

State:	District of Columbia	Filing Company:	Federal Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	Health Care Portfolio		
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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/08/2018

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/08/2018

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/08/2018

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/08/2018

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	EM.pdf
Item Status:	APPROVED
Status Date:	05/08/2018

Explanatory Memorandum Health Care Portfolio Endorsements

Form No.	Title	Optional or Mandatory	Broadens, Restricts or Editorial	Description	Endorsements to be used with
14-02-22207 (05/2017)	LIMITED E&O EXCLUSION ENDORSEMENT (INCLUDING INSURANCE COMPANY E&O / MANAGED CARE ORGANIZATION EXCLUSIONS)	Optional	Restricts	This endorsement excludes specified E&O coverages under the Healthcare Portfolio D&O andf EPL Coverage Sections.	14-02-9524 - Health Care Portfolio - Executive Liability, Entity Liability and Employment Practices Liability Coverage
14-02-22135 (09/2016)	AMEND EMPLOYEE THEFT INSURING CLAUSE 1 ENDORSEMENT	Optional	Editorial	This endorsement applies to the Heath Care Portfolio Crime Coverage Section. Under Insuring Clause 1, Employee Theft Coverage, the employee is not required to be identified. In addition, coverage is excluded under specified Insuring Clauses for losses based solely upon an inventory computation, or physical count, or a profit and loss computation unless the Insured may offer a Client's inventory or its own inventory records in support of the amount of loss claimed.	14-02-9527 - Heatlh Care Portfolio, Coverage Section